

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES- PROCUREMENT  
DISTRICT 6, 2309 BARRETT STATION RD,  
BALLWIN,MO 63021**

|              |                  |
|--------------|------------------|
| REQUEST NO.  | D611-108-RB      |
| DATE         | January 12, 2011 |
| PAGE NO.     | 1                |
| NO. OF PAGES | 24               |

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

**10:00 a.m., Local Time, January 26, 2011**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered  
For Jefferson County Only

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

**BUYER:** Athena L. Nance

**BUYER EMAIL:**

Athena.nance@modot.mo.gov

**BUYER TELEPHONE:** 314-301-1440

**SERVICES**

For qualified organizations to provide professional services in the preparation of Last Deeds of Record and/or Searches, Title Commitments, Escrow Services, and Title Insurance for Jefferson County, MO. This will be a mix of commercial and residential properties.

**Components of Agreement:** The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Bid Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

**Return sealed bid to the address shown at the top of this page.**

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

**Date:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Federal I.D. No.** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**By (Signature):** \_\_\_\_\_  
**Type/Print Name** \_\_\_\_\_

**Is your firm MBE certified?** ☐ Yes ☐ No  
Form E-103 (Rev. 11-04)

**Title:** \_\_\_\_\_  
**Is your firm WBE certified?** ☐ Yes ☐ No

## INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

- 1.1.1 This Request For Bid seeks bids for qualified organizations to provide professional services in the preparation of Last Deeds of Record and/or Searches, Title Commitments, Escrow Services, and Title Insurance for Jefferson County, MO
- 1.1.2 Contract Period – The original contract period is from the date of the fully executed agreement through December 31, 2011
- 1.1.3 Renewal of Contract – The MHTC may elect to renew this contract. This decision will require mutual written consent of the MHTC and the contractor(s). A renewal will be in accordance with the terms and conditions of the original contract and shall be limited to two (2) twelve month periods, or any portion therein.
- 1.1.4 Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.
- 1.1.5 Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.
- 1.1.4 Each bid must be mailed or hand delivered in a sealed envelope to Ms Athena Nance, Procurement Unit, Operations Complex, 2309 Barrett Station rd., Ballwin, Mo. 63021.

All questions regarding the RFB shall be submitted to Ms Athena Nance. Bids must be returned to the office of Ms Nance no later than 10:00 a.m., Local Time, January 26, 2011.

### **RFB Coordinator:**

**Ms. Athena Nance, Sr. Procurement Agent  
Missouri Department of Transportation  
2309 Barrett Station Road, Ballwin, MO. 63021**

**PHONE: 314-301-1431  
EMAIL: Athena.nance@modot.mo.gov**

## **1.2 General Information:**

This document constitutes an invitation for competitive, sealed bids for the procurement of services in order qualified organizations to provide professional services in the preparation of Last Deeds of Record and/or Searches, Title Commitments, Escrow Services, and Title Insurance for Jefferson County, MO.

1.2.1 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Page(s)
- (5) Exhibit(s)
- (6) Terms and Conditions

1.2.2 This document contains requirements related to the newly revised statute.

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Additional specific information is included herein.

<http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

E-Verify is an example of a federal work authorization program. For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at:

[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

## **2.0 SCOPE OF WORK D611-108-RB**

**(A) Services:** The Bidder shall provide the following professional services:

- LAST DEED OF RECORD
- COMMITMENTS TO INSURE
- ESCROW SERVICES
- TITLE INSURANCE

**(B) Specific Requirements:**

### **LAST DEED OF RECORD**

For each parcel, Contractor shall submit one photocopy or typewritten information showing the property description and grantee in the last indicated transfer of title of record for lands within or adjacent to proposed highway improvements. This submission is to be for the purpose of completion of highway planning and it is understood that the undersigned title company shall have for such preliminary submission no liability to the Commission for erroneous information furnished after the exercise of reasonable care.

**Turn time or deadline for title commitment services is 30 days from the date ordered**

### **COMMITMENTS TO INSURE**

A Commitment to Insure for the sum of \_\_\_\_ (see Price Page) AND NO/100 Dollars (\$.00) for each lot, parcel or tract of land which lies within or is affected by the proposed project. Where contiguous lots, parcels or tracts of land are owned by the same party, only one commitment shall be issued and a charge for only one commitment will be made on such contiguous lots, parcels or tracts of land so owned, except that a charge of --- AND NO/100 Dollars (\$\_\_\_---.00) will be made for each chain of title in excess of one involved in such contiguous lots, parcels or tracts. Such commitment shall certify as to the fee simple owners and specify all exceptions thereto. Commitments are to be posted or updated free of charge for 120 days after date of delivery of the original commitment and a charge of \_\_\_ AND NO/100 Dollars (\$\_\_\_---.00) will be made for posting or updating such commitments after 120 days. In addition, Contractor shall hold the commitment open until a policy is requested from the Commission.

Title Commitments that do not contain the information listed above will be updated at no additional charge. All commitments for title insurance will be for fee simple title, unless specified otherwise by Commission in the written "Notice to Proceed."

Also, each commitment shall contain the following:

- (1) The name of the Project, County, Project Number and parcel number as shown on the plans provided by the Commission.
- (2) The book and page of the instrument whereby present owner acquired title. A copy of said instrument shall accompany the commitment.
- (3) Any easements/servitudes that are shown on the public records. A copy of each said instrument shall accompany the commitment.
- (4) Restrictions/Covenants that are shown on the public records. A copy of each said instrument shall accompany the commitment.
- (5) Oil, Gas and Mineral rights as shown on the public records. A copy of each said instrument shall accompany the commitment.
- (6) All other exceptions to title. A copy of each said instrument shall accompany the commitment.
- (7) For any other instrument referenced in the commitment, Contractor shall provide a copy of said instrument with the commitment.
- (8) A plat depicting boundaries of the property description.
- (9) A listing of all conveyances affecting the realty within five (5) years prior to date of commitment, indicating names of grantors, grantees, type of instruments, and the books and pages of their recordation. Contractor shall also furnish copies of all conveyance instruments, including mortgages, bankruptcy, etc., as reflected in the commitment.
- (10) Attach a copy of the assessor's map regarding size of contiguous ownership. (Contiguous property shall be defined as tracts of land situated in proximity to each other, whether or not separated by a highway, street, road, railroad right of way, stream, etc., with continuity of title and continuity of use.)
- (11) In the event there are no conveyances within five years prior to the date of commitment, it shall be so indicated upon the commitment.
- (12) All conditions precedent, which must be met for the issuance of title insurance and all exceptions that shall be set forth within insurance policy.
- (13) For each instance in which an affidavit, quitclaim deed, etc., is required, the commitment shall set out from whom the instrument is to be obtained in order to clear title to a point where it is insurable.
- (14) In no instance shall Contractor use the following verbiage: "This commitment is not an abstract, examination, report or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action," or any such verbiage that would indicate the "commitment" is for informational purposes only.

- (15) Each commitment must be signed by a licensed title examiner or an officer of the company.
- (16) In the event an owner has a deed of trust; the Contractor will specify all relevant information including date, amount, executed by, trustee, beneficiary, book, page, and the date recorded. A copy of said instrument shall accompany the commitment.

### **ESCROW SERVICES**

- (1) A charge of \_\_\_\_\_ (see Price Page) \_\_\_\_\_ AND NO/100 Dollars (\$\_---\_\_\_\_\_.00) will be made for the closing of the transaction relating to each parcel wherein the contractor acts as Escrow Agent. This charge will include all services to be performed in accordance with the escrow agreement, a copy of which is attached; the preparation and execution of any required partial deeds of release; and the furnishing to Commission and owners of a closing statement showing in detail the disbursements as to each parcel and date of closing. No additional charge will be made against any other party to the transaction.
- (2) Escrow services shall also include the recording of all documents involved in the transaction, payment of any processing fees for Partial Deeds of Release, and the Contractor shall make the initial payment to the recorder of the recording fee and will be reimbursed by the Commission in addition to the above escrow fee for the actual recording costs paid to the Recorder of Deeds.

Contractor shall return all original recorded documents, along with the title insurance policy, to the Commission without exception.

- (3) Attached is a copy of (or proof of) a security bond in the amount of \$500,000 or an acceptable commitment from the title insurance company, guaranteeing to the Commission financial responsibility of Contractor to act as Escrow Agent. When a security bond or "Insured Closing Letter" is used, it will be kept in force at all times during the duration of this agreement. If canceled or changed to another bonding company, the Commission will be advised and a copy of the new bond provided.
- (4) Contractor shall comply with Sections 6041 and 6045(e) of the Internal Revenue Code for reporting real estate transactions. The Commission will attempt to provide Contractor with a taxpayer identification number for all known transferors that will receive an allocation from the proceeds of the transaction. If the Contractor determines at the time of closing that a taxpayer identification number is needed from an individual receiving part of the allocation and for whom it does not have one, it shall have the individual complete a Taxpayer Identification Number and Certification form prior to disbursement.
- (5) If a document is required for preparation such as a partial deed of release, where only a portion of the property is being released, MoDOT will be responsible for crafting the partial legal description that will be required for the recording of the document.

## **TITLE INSURANCE**

**REQUIREMENTS:** The Contractor shall provide a Title Insurance Policy for each parcel.

- (1) The Contractor shall furnish title insurance for a fee of \$\_(see Price Page)\_\_\_\_00 per \$1,000.00 of coverage. (If there is a minimum charge for this service or if this amount varies for the amount of coverage, these amounts are herein specified.). Title insurance shall be provided for each parcel in a face amount equal to the purchase price of the property. The purchase price shall include the amount paid to all fee owners, lessees, lien holders, and other parties having an interest in the title. The Commission will not procure title insurance on amounts less than **\$10,000.00** unless specifically requested in the written "Notice to Proceed." Contractor shall furnish the Commission the title insurance policy in no more than 30 days from the date of final disbursement, as indicated on the disbursement of funds.
- (2) To help MoDOT make deadlines in an efficient manner, there is a 45 day requirement on title policies.

### **3.0 BID SUBMISSION D611-108-RB**

#### **3.1 Bid Submission Information:**

- 3.1.1 All bids must be received in a sealed envelope clearly marked "**D611-108-TB "Title Co Services Jefferson County"**".
- 3.1.2 All bids must be received at the following address no later than **January 26, 2011 at 10:00 a.m., Local Time.**

The Missouri Department of Transportation  
Procurement Division  
Attn: Athena Nance  
2309 Barrett Station Rd.  
Ballwin, MO. 63021

- 3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.
- 3.1.4 Open Competition / Request For Bid Document:
  - a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
  - b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment

to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.

- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Pursuant to 285.530 RSMo, the bidder must affirm enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- a. Submitting a completed Signature and Identity of Bidder form, attached herein,
- b. Submitting a completed, notarized copy of the applicable portion of Exhibit A, WORKER ELIGIBILITY VERIFICATION AFFIDAVIT or APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP, and

3.1.6 Contract Award – The contract will be multiple awarded. The MHTC reserves the right to make multiple awards that are in the best interest of the MHTC to multiple contractors physically located with Jefferson County. In the event, the selected contractor is unable to provide such title services as indicated in this RFB within a reasonable timeframe then the MHTC reserves the right to utilize the next highest contractor. Contract Period – The original contract period is from the date of the fully executed agreement through December 31, 2011. Renewal of Contract – The MHTC may elect to renew this contract. This decision will require mutual written consent of the MHTC and the contractor(s). A renewal will be in accordance with the terms and conditions of the original contract and shall be limited to two (2) twelve month periods, or any portion therein.

3.1.7 Bonding Requirement - The Contractor shall provide the Bid for Title Work, and a copy of (or proof of) security bond in the amount of \$500,000, or the Contractor can provide an “Insured Closing Letter” from a National Title Insurance Underwriter guaranteeing financial responsibility acceptable to the Commission.

3.1.8 References-Bids should indicate the name, title and telephone number of at least three officials of clients within the past three years. *MHTC reserves the right to determine which references to call and whether or not to call all references for all Bidders. Limit these references to contacts within the State of Missouri to whom you have provided similar services over the past three (3) years.*

3.1.9 Proximity to Areas-Bids from Bidders that are not located within the geographical boundaries of Jefferson County (must have a physical office location within Jefferson County) may not be accepted.

3.1.10 The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this



Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

**NOTE:** The bidder must be in compliance with the laws regarding conducting business in the MoDOT. Within ten (10) business days of notification, the bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by MoDOT.

**4.0 PRICING PAGE  
D611-108-RB**

**TITLE COMPANY SERVICES**

- (A) **FEE SCHEDULE:** The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated:

**COMMITMENTS TO USE:**

A Commitment to Insure for the sum of \_\_\_\_\_ AND NO/100 Dollars (\$\_\_\_\_\_.00) for each lot, parcel or tract of land which lies within or is affected by the proposed project. Where contiguous lots, parcels or tracts of land are owned by the same party, only one commitment shall be issued and a charge for only one commitment will be made on such contiguous lots, parcels or tracts of land so owned, except that a charge of \_\_\_\_\_ AND NO/100 Dollars (\$\_\_\_\_\_.00) will be made for each chain of title in excess of one involved in such contiguous lots, parcels or tracts. Such commitment shall certify as to the fee simple owners and specify all exceptions thereto. Commitments are to be posted or updated free of charge for 120 days after date of delivery of the original commitment and a charge of \_\_\_\_\_ AND NO/100 Dollars (\$\_\_\_\_\_.00) will be made for posting or updating such commitments after 120 days. In addition, Contractor shall hold the commitment open until a policy is requested from the Commission. Title Commitments that do not contain the information listed above will be updated at no additional charge. All commitments for title insurance will be for fee simple title, unless specified otherwise by Commission in the written "Notice to Proceed."

**ESCROW SERVICES:**

A charge of \_\_\_\_\_ AND NO/100 Dollars (\$\_\_\_\_\_.00) will be made for the closing of the transaction relating to each parcel wherein the contractor acts as Escrow Agent. This charge will include all services to be performed in accordance with the escrow agreement, a copy of which is attached; the preparation and execution of any required partial deeds of release; and the furnishing to Commission and owners of a closing statement showing in detail the disbursements as to each parcel and date of closing. No additional charge will be made against any other party to the transaction.

**Authorized Signature of Offeror:** \_\_\_\_\_

**Company Title:** \_\_\_\_\_

**PRICE PAGE, Cont'd. D611-108-RB**

**TITLE INSURANCE:**

**REQUIREMENTS:** The Contractor shall provide a Title Insurance Policy for each parcel. The Contractor shall furnish title insurance for a fee of \$\_\_\_\_\_.00 per \$1,000.00 of coverage. (If there is a minimum charge for this service or if this amount varies for the amount of coverage, these amounts are herein specified.). Title insurance shall be provided for each parcel in a face amount equal to the purchase price of the property. The purchase price shall include the amount paid to all fee owners, lessees, lien holders, and other parties having an interest in the title. The Commission will not procure title insurance on amounts less than **\$10,000.00** unless specifically requested in the written "Notice to Proceed." Contractor shall furnish the Commission the title insurance policy in no more than 30 days from the date of final disbursement, as indicated on the disbursement of funds.

Any applicable cap on out-of-pocket expense also should be noted.

A. \$ \_\_\_\_\_

B. \$ \_\_\_\_\_

C. \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**(B) EXPENSES:** List the nature of expenses for which reimbursement would be sought and the estimated amount of such expenses.

| <b><i>Expenses</i></b>                                    | <b>Estimated<br/>Amount</b> |
|---|-----------------------------|
|   |                             |
|   |                             |
|   |                             |
| Miscellaneous (list-attach additional<br>sheet if needed) |                             |
| Total   |                             |

**Exhibit I**

**PREFERENCE IN PURCHASING PRODUCTS**

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**  
**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_  
**FOR OTHERS:**

State of domicile: \_\_\_\_\_  
**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

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**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

## Exhibit II

### MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

- [ ] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [ ] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- [ ] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and I check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

| Item (or item number) | Location Where Item Manufactured or Produced |
|-----------------------|--|
|                       |  |
|                       |  |
|                       |  |
|                       |  |
|                       |  |

(attach an additional sheet if necessary)

- [ ] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): \_\_\_\_\_
- [ ] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): \_\_\_\_\_

### CERTIFICATION

**By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.**

**The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.**

### **Exhibit III**

#### **SIGNATURE AND IDENTITY OF BIDDER**

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the bid of a

( ) sole individual

( ) partnership

( ) joint venture

( ) corporation, incorporated under laws of state of \_\_\_\_\_

Dated \_\_\_\_\_.

Name of individual, all partners,  
or joint ventures:

Address of each:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

doing business under the name of:

Address of principal place of business in Missouri

\_\_\_\_\_  
(If using a fictitious name, show  
this name above in addition  
to legal names)

\_\_\_\_\_  
(If a corporation, show its name above)

ATTEST: (SEAL)

|           |       |
|-----------|-------|
| _____     | _____ |
| Secretary | Title |

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and.

**Exhibit IV**  
**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL**  
**MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_,  
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who  
being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally  
certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job,  
task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not  
limited to all activities conducted by business entities:

I am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized, directed, and/or empowered to act  
officially and properly on behalf of this business entity. I hereby affirm and warrant that the aforementioned business entity is  
enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of  
newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in  
connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have  
attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work  
authorization program, as required by Section 285.530, RSMo. In addition, I hereby affirm and warrant that the aforementioned  
business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any  
alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the  
aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly  
employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

*[documentation of enrollment/participation in a federal work authorization program attached]*  
Website: [www.dhs.gov](http://www.dhs.gov) ;first and last pages

**EXHIBIT V**  
**APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**  
(a separate affidavit is required for each owner and general partner)( *if applicable*)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_,  
personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within  
instruments, who being by me duly sworn, deposed as follows:

***My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally  
certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the  
United States of America:***

☐ I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public  
owner or partner benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation  
Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT). I am  
classified by the United States of America as: (check the applicable box) a United States citizen. an alien  
lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or  
representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be  
guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500  
and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and  
560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less  
than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time  
as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove  
citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant's Social Security Number or  
Applicable Federal Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:



## Exhibit VI

### MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

#### Definitions:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

#### Veteran Information

#### Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

*Service-Disabled Veteran's Signature*

Missouri Address of Service-Disabled Veteran  
Business

## **Exhibit VII**

### **PRIOR EXPERIENCE OF BIDDER**

**Bids should indicate the name, title, and telephone number of at least three officials of clients within the past three years.**

MHTC reserves the right to determine which references to call and whether or not to call all references for all Bidders. Limit these references to contacts within the State of Missouri to whom you have provided similar services over the past three (3) years.

|   |  |
|---|--|
| <b>Bidder/Subcontractor Name:</b>                           |  |
| <b>Reference Information (Prior Services Performed For)</b> |  |
| Name of Reference Company:                                  |  |
| Address of Reference Company:                               |  |
|   |  |
| Reference Contact Person Name:                              |  |
| Contact Person Phone #                                      |  |
| Contact Person e-mail address:                              |  |
| Dates of Prior Services:                                    |  |
| Dollar Value of Prior Services                              |  |
| Description of Prior Services Performed                     |  |

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my company's association with the bidder referenced above:

\_\_\_\_\_  
*Signature of Reference Contact Person*

\_\_\_\_\_  
*Date of Signature*

## **STANDARD SOLICITATION PROVISIONS**

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/Bids, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/bid, unit prices will govern.
- b. All bids/quotes/Bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Bidder and must be adhered to. If time varies on different items, the Bidder/Bidder shall so state.
- e. If providing bids/quotes/Bids for commodities, the Bidder/Bidder will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/Bids of \$25,000 or more**, no bids/Bids by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/Bids is a firm deadline and all bids/quotes/Bids must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting Bids. All Bids arriving at the designated office after the deadline specified will be rejected.

## **GENERAL TERMS AND CONDITIONS**

### **General Performance**

- a. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.
- b. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

### **Deliveries**

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

### **Nondiscrimination**

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

### **Contract/Purchase Order**

- a. By submitting a bid/quote/bid, the Bidder/Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid and/or submitted pricing, and (3) the MHTC's acceptance of the bid and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

### **Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise

disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

#### **Invoicing and Payment**

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Bidder upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

#### **Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
  - b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

#### **Executive Order**

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

#### **Preferences**

- a. In the evaluation of bids/quotes/Bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

- 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
- 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
  - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

#### **Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

#### **Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

#### **Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

#### **Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

#### **Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

#### **Indemnification**

- a. The Bidder shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Bidder's performance of its obligations under this Agreement.

#### **SPECIAL TERMS AND CONDITIONS**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

#### **Required Specifications**

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification # As referenced and any other provisions outlined in the solicitation documents.

#### **Information and Reports**

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- a. . The successful vendor must provide a lien waiver from all material suppliers.

#### **Permits, Licenses and Safety Issues**

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

#### **Award**

Multiple Awards. The MHTC reserves the right to make multiple awards that are in the best interests of the MHTC to multiple contractors (county by county or county groupings). In the event, the selected contractor is unable to provide such title services as indicated in this RFB within a reasonable timeframe then MHTC reserves the right to utilize the next highest contractor.

#### **Failure to Execute Contract**

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the bid guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission

may decide. No contract shall be considered effective until it has been executed by all parties thereto.

#### Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the bid.
- a. The following days shall be construed as **official holidays** under the terms of the contract:

|                             |                                    |
|-----------------------------|------------------------------------|
| January 1                   | New Year's Day                     |
| Third Monday in January     | Martin Luther King, Jr.'s Birthday |
| February 12                 | Lincoln's Birthday                 |
| Third Monday in February    | Washington's Birthday              |
| May 8                       | Truman's Birthday                  |
| Last Monday in May          | Memorial Day                       |
| July 4                      | Independence Day                   |
| First Monday in September   | Labor Day                          |
| Second Monday in October    | Columbus Day                       |
| November 11                 | Veteran's Day                      |
| Fourth Thursday in November | Thanksgiving Day                   |
| December 25                 | Christmas Day                      |
- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- c. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

#### Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

#### Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

#### Environmental Issues

Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.

The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.

#### Prohibition Of Employment Of Unauthorized Aliens:

- a. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall

sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/xprevprot/programs/qc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/qc_1185221678150.shtm).